

8.02 The Parties agree to exchange such reports and/or data as required by Article V of this Agreement to facilitate the proper billing of traffic. Upon thirty (30) days written notice, any Party may request an audit of usage reports or the other Party's PLU and any such audit shall be accomplished during normal business hours at the office designated by the Party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The audit may include review of the data described in Paragraphs 5.04 and 5.05 of this Agreement; no Party shall have access to the data of the Party subject to the audit, but shall rely upon similar results provided by the independent auditor. A request for an audit must be received within one (1) year of receipt of the PLU factor and usage reports from the audited party.

8.03 The Companies shall provide BellSouth with monthly service projections including, without limitation, busy hour usage for BellSouth's access capacity. BellSouth shall manage its network in order to accommodate the Companies' projected traffic at the required grade of service. The Parties shall review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth will be implemented as dictated by engineering requirements.

8.04 The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and all Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.05 The Companies shall be responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.06 All Parties shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
- b. Notify each other when there is any change affecting the service requested, including the due date;
- c. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date;
- d. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other;
- e. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks;
- f. Provide each other with a trouble reporting number that is readily accessible and available 24 hours per day 7 days a week;

g. Provide to each other test-line numbers and access to test lines for the purposes of testing trunking.

8.07 Bilateral Agreements The Parties shall jointly develop and implement a bilateral agreement regarding technical and operational interfaces and procedures not covered by this Agreement. The Parties will use their best efforts to finalize such agreement within 90 days of the effective date of this Agreement.

8.08 Trouble Reports. The Parties will cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

8.09 The Parties will provide their respective billing contact numbers to one another.

ARTICLE IX. TRUNK FORECASTING

9.01 The Parties shall work towards the development of joint forecasting responsibilities for the traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other semi-annually. The semi-annual forecasts shall include:

a. Yearly forecasted trunk quantities including, without limitation, measurements that reflect actual tandem Local Interconnection and meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for a minimum of three (current and plus-1 and plus-2) years;

b. The use of Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and

c. A description of major trunk capacity additions anticipated for the following six months.

9.02 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

ARTICLE X. GRADE OF SERVICE

A blocking standard of one half of one percent (.005) during the average busy hour for final trunk groups between a Company end office and BellSouth access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01).

ARTICLE XI.

TRUNK SERVICING

11.01 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR")

11.02 All Parties shall work cooperatively to manage the capacity of Local Interconnection Trunk Groups. Any Party may send another an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party will issue a Firm Order Confirmation ("FOC") and a Design Layout Record ("DLR") to the ordering Party within 5 business days after receipt of the ASR, upon review of and in response to the ordering Party's ASR, to begin the provisioning process.

11.03 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.

11.04 Service provided for in an ASR shall be installed within 14 business days of receipt of the ASR.

11.05 In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Article XI due to a *bona fide* end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall issue its FOC and DLR and install service within the requested interval, subject to resource and facilities availability.

11.06 The Companies shall be responsible for engineering their networks on their side of the POI. BellSouth shall be responsible for engineering the POI and its network on its side of the POI.

ARTICLE XII.

NETWORK MANAGEMENT

12.01 **Protective Controls.** Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward or from each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. The Parties will immediately notify each other of any protective control action planned or executed.

12.02 **Expansive Controls.** Where the capability exists, originating or terminating traffic reroutes may be implemented by any Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when the Parties mutually agree.

12.03 **Mass Calling.** The Parties shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

ARTICLE XIII. FORCE MAJEURE

No Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party; regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by another Party or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Parties, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and the Parties shall proceed to perform with dispatch once the causes are removed or cease.

ARTICLE XIV. GOVERNING LAW

This Agreement shall be governed by the laws of the States in the Territory, as applicable to performance hereof in each such state, and federal law, as applicable, including the Act.

ARTICLE XV. LIMITATION OF LIABILITY AND INDEMNITY

15.01 No Party shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

15.02 Each Party agrees, and each assumes the obligation, to limit the liability of the other Parties to the customers of the first Party to the greatest extent permissible by law. Company agrees to include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate document that is binding on its customers, a limitation of liability for damages by its customers that covers BellSouth as a provider of a portion of Company's end user services to the same extent as Company limits its own liability to its customers. BellSouth agrees to include in its tariff (if it files one in a particular State) or in any State where it does not file a local switched service tariff, in an appropriate document that is binding on its customers, a limitation of liability for damages by its customers that covers Company as a provider of a portion of BellSouth's end user services to the same extent as BellSouth limits its own liability to its customers.

15.03 No Party hereto shall be liable for damages to the other's terminal location, POI or other Party's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by such Party's negligence or willful misconduct.

15.04 Each Party providing services, its affiliates and its parent company shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the other Party's customer arising from the Party's use or reliance on the other Party's services, actions, duties, or obligations arising out of this agreement.

15.05 The Parties assume no liability for the accuracy of data provided by another Party and each Party agrees to indemnify and hold harmless the others for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

15.06 No license under patents (other than the limited license to use) is granted or deemed implied with respect to any service offered by any Party pursuant to this Agreement. A Party providing a service pursuant to this Agreement will defend the Party receiving such service against claims of patent infringement arising solely from the use by the receiving Party of service offered pursuant to this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims.

ARTICLE XVI. RECIPROCITY OF PROVISIONS

If a provision of this Agreement by its terms applies only to one Party because it is currently inapplicable to the other, such provision shall be deemed to apply reciprocally if and when such other Party's circumstances change such that the provision becomes applicable.

ARTICLE XVII. ASSIGNMENT

This Agreement may be assigned by any Party upon sixty (60) days written notice to all Parties.

ARTICLE XVIII. DEFAULT

If either Party believes the other is in breach of this Agreement or in violation of law, it shall first give sixty (60) days' written notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties shall employ the Dispute Resolution procedures set forth in Section XX.

XIX. NONDISCLOSURE

19.01 The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer count data and similar information (hereinafter collectively referred to as "Information". The Information shall either be in

writing or other tangible forms and clearly marked with a confidential, private or proprietary legend (except in the case of data audited pursuant to Section 8.02, which shall be subject to this Paragraph 19.01 whether or not so marked) or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. The Parties agree that the Information shall not be copied or reproduced in any form. The Parties further agree not to disclose such Information and to protect the Information from distribution, disclosure, or dissemination to anyone except employees of the Parties with a need to know such Information and which employees agree to be bound by the terms of this Article. Neither Party shall use the other Party's Information for any purpose other than the performance of this Agreement. The Parties will use the same standard of care to protect the Information received as they would use to protect their own confidential and proprietary Information.

19.02 Notwithstanding the provisions of Paragraph 19.01, the Parties agree that there will be no obligation to protect any portion of the information that is either:

- (1) made publicly available by the owner of the information or lawfully disclosed by a non-party to this Agreement;
- (2) lawfully obtained from any source other than the owner of the information; or
- (3) previously known to the receiving Party; without an obligation to keep it confidential.

19.03 Effective Date of this Section. Notwithstanding any other provision of this Agreement to the contrary, the Proprietary Information provisions of this Agreement shall apply to all information furnished by any Party to the another in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

ARTICLE XX.

DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, the Parties shall first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference shall occur at least at the Vice President level for each Party. In the case of BellSouth, its or equivalent officer, shall participate in the meeting, and the Companies' General Manager, or equivalent officer, shall participate. Thereafter, the parties shall submit any dispute that remains unresolved to arbitration conducted in the state where the default or violation allegedly occurred in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date that such notice is given. The decision of the arbitrators shall be final and binding upon the Parties and judgment may be obtained thereon by either Party in a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case. The costs of arbitration, including the fees and expenses of the arbitrators, will be shared equally by the

Parties unless the award otherwise provides. The resolution of disputes under this Article shall be consistent with the Act.

ARTICLE XXI. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein including, without limitation, and merges the stipulation and Agreement dated December 7, 1995 with respect to Florida, all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

ARTICLE XXII. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and upon said execution, shall be treated as an executed document.

ARTICLE XXIII. NOTICES AND DEMANDS

Except as otherwise provided under this Agreement, all notices, demands or requests which may be given by any Party shall be in writing and shall be deemed to have been duly given on the date delivered in person, receipt acknowledged, or deposited, postage prepaid, in the United States mail, certified mail, return receipt requested, and addressed to such Party at the address set forth below or at such other address as either Party may specify in writing.

BellSouth Telecommunications, Inc.
675 W. Peachtree Street
Atlanta, Georgia 30375
Attention: General Attorney - Customer Operation Units

Any TWC entry:

Time Warner Communications
160 Inverness Drive West
Englewood, CO 80112
Attention: Senior Counsel

Each Party shall inform the other of any changes in the above addresses.

ARTICLE XXIV. MORE FAVORABLE PROVISIONS

24.01 If as a result of any proceeding before any Court, Commission, or FCC, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a State within the Territory at rates or on terms and conditions more favorable to the carrier than the applicable provisions of this Agreement, the Companies, subject to Paragraph 25.02, shall be entitled to substitute such more favorable rates, terms or conditions for the relevant provisions of this Agreement which shall apply to the same States as such other carrier and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.

24.02 If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body whether commenced before or after the effective date of this Agreement, after the waiver or exhaustion of all administrative and judicial remedies, the Parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the Parties agree that the Companies shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.

24.03 The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from Companies.

ARTICLE XXV. MISCELLANEOUS PROVISIONS

25.01 Severability. If any provision of this Agreement, or the application of such provision to any Party or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby; provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

25.02 Modification. No variational modification of this Agreement and no waiver of any of its terms or conditions should be valid unless it is in writing and signed by the duly authorized officers of the Party or Parties sought to be charged. The Parties acknowledge that this Agreement may be subject to change or modification by each Commission as said Commission may direct in the exercise of its jurisdiction; provided, however, that unless otherwise agreed by the Parties, any such modification shall be effective only insofar as this Agreement applies to the State of such Commission's jurisdiction. Any such Commission modification or revision necessarily required to comply with a particular state's law, rule or regulation which is consistent with the intent and purpose of this Agreement shall be reduced to writing and appended to this Agreement as an addendum and executed by all Parties affected thereby.

25.03 Headings. The headings of the sections, Articles and Paragraphs of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions hereof.

25.04 Grammatical Changes. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender as the circumstances require.

25.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

ARTICLE XXVII.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: *Robert C. [Signature]*

Its: SR DP - STAFF MGMT

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Raleigh Division

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Greensboro Division

By: _____

Its: _____

FROM: LEO LEGAL - REGULATORY
DATE: 08/25/99 PM 10:49

303 799 6591

1996-06-03 12:51 4159 P.22/28
P.02/02

25.03 Headings. The headings of the sections, Articles and Paragraphs of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions hereof.

25.04 Grammatical Changes. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender as the circumstances require.

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ARTICLE XXVII.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Raleigh Division

By: *[Signature]*

Its: *V.P. & General Mgr.*

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Greensboro Division

By: _____

Its: _____

303 799 5591

FROM: LEGAL - REGULATORY

303 799 5591

1988-25-23

12:51

#155 P. 23/28

25.03 Headings. The headings of the sections, Articles and Paragraphs of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions hereof.

25.04 Grammatical Changes. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender as the circumstances require.

25.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

ARTICLE XXVII

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Raleigh Division

By: *Richard D. Jones*

Its: Authorized Signatory

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Greensboro Division

By: _____

Its: _____

Page 1 of 1	7571	1
By: <u><i>Richard D. Jones</i></u>	By: <u><i>R. Jones</i></u>	
Its: <u>Authorized Signatory</u>	Its: <u>Authorized Signatory</u>	
Phone: <u>303-799-5591</u>	Phone: <u>919-825-2670</u>	

25.03 Headings. The headings of the sections, Articles and Paragraphs of this Agreement have been inserted for convenience of reference only and shall not restrict or otherwise modify any of the terms or provisions hereof.

25.04 Grammatical Changes. Whenever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender as the circumstances require.

25.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all such counterparts shall constitute one and the same instrument. Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

ARTICLE XXVII.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Raleigh Division

By: _____

Its: _____

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Greensboro Division

By: John W. Stealy

Its: Division President

FROM ITW LEGAL - REGULATORY 303 799 5591

1996-06-03 12:51 #169 P.06/06

MAY -31 96 (FRI) 17:03 CHARLOTTE AXS

TEL 704-344-1155

P.001

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Charlotte Division

By: [Signature]

Its: General Manager

TIME WARNER AXS OF TENNESSEE, L.P.

By: _____

Its: _____

DIGITAL MEDIA PARTNERS

By: _____

Its: _____

303 799 5591

FROM : TW LEGAL - REGULATORY

303 799 5591

1996-06-23

12:52

1159 P.05/00

JUN 23 1996 0:00AM 2010 0011

JUN 23 1996 12:52

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Charlotte Division

By: _____

Its: _____

TIME WARNER AXS OF TENNESSEE, L.P.

By:  _____

Its: _____

DIGITAL MEDIA PARTNERS

By: _____

Its: _____

Master Interconnection Agreement
dated June 1, 1996

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Charlotte Division

By: _____

Its: _____

TIME WARNER AXS OF TENNESSEE, L.P

By: _____

Its: _____

DIGITAL MEDIA PARTNERS

By: *John G. McGuire*

Its: *James W. Johnson President*
"authorized Signatory"

Master Interconnection Agreement
dated June 1, 1996

06.05.96 11:22

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323 799 5591

1996-06-03 12:52 #152 P. 22/22

FROM ITU LEGAL - REGULATORY

303 799 5591

1996-06-03

12:52

#152 P. 22/22

FROM ITU LEGAL - REGULATORY

323 799 5591

1996-06-03

11:34

#151 P. 22/22

TIME WARNER COMMUNICATIONS OF NORTH CAROLINA, L.P., Charlotte Division

By: _____

Its: _____

TIME WARNER AXS OF TENNESSEE, L.P.

By: _____

Its: _____

DIGITAL MEDIA PARTNERS

By: _____

Its: _____

TIME WARNER AXS OF FLORIDA, L.P.

By: Richard A. Gusterson

Its: Vivi Rose Thomson

May 31, 1996

Master Interconnection Agreement
dated June 1, 1996

EXHIBIT A

TIME WARNER COMMUNICATIONS ENTITIES COVERED BY AGREEMENT

Digital Media Partners

Time Warner AxS of Florida, L.P.

Time Warner Communications of North Carolina, L.P.

Time Warner AxS of Tennessee, L.P.

At any time during the term of this Agreement, the Companies may add as Parties hereto additional Affiliates that become certified in the Territory as ALECs, who shall become "Companies" hereunder, by executing an appropriate amendment to this Agreement.

1

ALPHABETICAL DIRECTORY SIDE AGREEMENT

- 32

MAY-31-1996 15:35
05/31/96 12:32FROM BELL SOUTH ADU PUB
START MSG + 424 962 7258

TO

96144254 P. 22
NO. 706 P003/003

subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- V. BAPCO's and CARRIER'S liability, whether in contract, tort or otherwise, shall be limited to direct damages. Under no circumstances shall BAPCO be liable for indirect, incidental, special or consequential damages.
- VI. BAPCO shall provide a process whereby Carrier is afforded a reasonable time to correct its customers' alphabetical directory listings in advance of directory publication and shall have a reasonable opportunity to verify customers' listings on an ad hoc basis.
- VII. BAPCO will include, without charge, in its directory "Customer Guide" pages or comparable section of its web-page directories in all areas served by Carrier, listings provided by Carrier for its installation, repair and billing information in accordance with BAPCO's generally applicable policies.
- VIII. BAPCO will afford CARRIER's directory listings information the same level of confidentiality which BAPCO affords its own directory listing information, and BAPCO shall not provide such information to other LSCs or ALECs without CARRIER'S approval, except as may be required in relation to publishing of directories.
- IX. This Side Agreement shall be subject to the term and cancellation provisions of the Agreement to which it is appended, except that BAPCO shall have the right to terminate this Side Agreement upon ninety days prior written notice given at any time following the initial two year term of the Master Interconnection Agreement between CARRIER and BellSouth.
- XI. A separate Agreement may be entered into between BAPCO and CARRIER concerning directory related issues not addressed herein.

BAPCO:

BY:

NAME:

TITLE:

DATE:

CARRIER:

BY:

NAME:

TITLE:

DATE:

EXHIBIT C**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT
FOR RESOLD LOCAL EXCHANGE LINES OR
SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS**

This agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____, ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with BST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of _____ Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

II. DEFINITIONS

- 2.01. **Billing number** - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 2.02. **Line number** - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 2.03. **Special billing number** - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- 2.04. **Calling Card number** - a billing number plus PIN number assigned by BST.
- 2.05. **PIN number** - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- 2.06. **Toll billing exception indicator** - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- 2.07. **Billed Number Screening** - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 2.08. **Calling Card Validation** - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 2.09. **Billing number information** - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

08-09-99 11:00 BST LEGAL - 808-804-512

III. RESPONSIBILITIES OF PARTIES

3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to

differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of _____, 1996, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of